



AGENDA
Committee on Development and Planning
Thursday, April 14, 2016 @ 10:00 a.m. (note time)
10th Floor Conference Room, City Hall
UPDATED 4/12/2016 a.m.

Councilmember Jody Washington, Chair
Councilmember Jessica Yorko, Vice Chair
Councilmember Judi Brown Clarke, Member

1. Call to Order

2. Public Comment on Agenda Items

3. Minutes

- March 24, 2016

4. Discussion/Action:

A.) RESOLUTION - Ingham County Drain Commissioner
Montgomery Drain Drainage District Easements to include:
Conservation Easement between the City of Lansing and MDEQ
Proposed Drain Easement for Montgomery Drain @ Ranney Park
Proposed Drain Easement for Montgomery Drain @ Red Cedar Park

B.) RESOLUTION- Brownfield Plan #65; Potter Flats Redevelopment Project; South
Street LLC; 701 E South Street

C.) ORDINANCE - Repealing the Existing Abigail Ordinance PILOT

D.) RESOLUTION – Set a Public Hearing for Z-5-2015; 222 W Genesee Street
Rezoning from DM-3 Residential to D-1 Professional Office

5) Other

6) Adjourn

DRAFT



MINUTES

Committee on Development and Planning
Thursday, March 24, 2016 @ 3:30 p.m.
10th Floor Conference Room, City Hall

CALL TO ORDER

The meeting was called to order at 3:30 p.m.

ROLL CALL

Council Member Jody Washington, Chair

Council Member Jessica Yorko, Vice Chair- arrived at 3:33 p.m.

Councilmember Judi Brown Clarke, Member.

OTHERS PRESENT

Sherrie Boak, Council Staff

Council Member Wood

Joseph Abood, Deputy City Attorney

Karl Dorshimer, LEAP

Gabrielle Alum, LEAP

Calvin Jones, BWL

Richard Peffley, BWL

Bill Rieske, Planning and Neighborhood Development

Robert Johnson, Planning and Neighborhood Development

Susan Stachowiak, Planning and Neighborhood Development

Mark Mello

Jessica DeBone, South Edge Lofts

Tom Lapka, Saboury

Sam Saboury

Martin Polack, TriTerra

Joseph Whitsett, TWG

Chris Swope, City Clerk

MINUTES

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE MINUTES FROM FEBRUARY 11, 2016 AS PRESENTED. MOTION CARRIED 2-0.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE MINUTES FROM MARCH 10, 2016 AS PRESENTED. MOTION CARRIED 2-0.

DRAFT

DISCUSSION/ACTION

Mr. Swope informed the Committee that the notices for the public hearings for the PILOT for Repealing the Abigail, PILOT for The Abigail and PILOT for Walnut Park Apartments were not published within the State required time frame, therefore public hearings cannot occur on Monday, March 28th. Mr. Swope noted that there is no ability to get a quorum for a Special Council Meeting. Mr. Swope apologized on behalf of Clerk's office.

Council Member Washington announced that she was aware that most present knew she was going to ask for a moratorium for nine (9) months on PILOT's, but will include in that an exception for these three (3) PILOT's. She confirmed an earlier discussion with the Council President and they will have the resolutions to reset the public hearings on the Council Agenda on Monday, March 28, 2016 for the hearings to occur at the April 11, 2016 Council meeting. Council Member Washington concluded that she also was assured that the legal office was also consulted and there are no other options.

Council Member Washington noted for all present and on the record that moving forward, resolutions coming out of Committee on to the floor do not commit Committee members from this Committee or colleagues on a yes or no vote. The action out of Committee is only moving it out of Committee for final vote by the full Council, and Council Members are free to vote yes or no.

RESOLUTION - Brownfield Plan #64; South Edge Lofts Project; 616 S. W Washington Avenue Properties LLC

Council Member Washington outlined the Resolution for adoption, noting the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority, the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property, the project may result in new private investment of approximately \$10,000,000, the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible activities they perform in accordance with the Plan. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act; the proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing, the cost of the eligible activities proposed in the plan are reasonable and necessary to carry out the purposed of the ACT and the amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE RESOLUTION FOR BROWNFIELD PLAN #64; SOUTH EDGE LOFTS PROJECT; 616 S WASHINGTON AVENUE PROPERTIES, LLC. MOTION CARRIED 3-0.

Council Member Wood asked Mr. Dorshimer if the agreement and contract had been executed. Mr. Dorshimer confirmed everything had been initialed by the developer and signed, and the Mayor would sign after Council approved.

Ordinance - Z-1-2016; TWG Development; 635 W Willow to DM-4 Residential; 656 W. Maple to DM-1 Residential

MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE ORDINANCE FOR Z-1-2016 FOR TWG DEVELOPMENT; 635 W WILLOW TO DM-4 RESIDENTIAL; 656 W MAPLE TO DM-1 RESIDENTIAL.

DRAFT

No questions or discussion.
MOTION CARRIED 3-0.

RESOLUTION - Comprehensive Plan Amendment #1; Central Substation Project

Mr. Rieske informed the Committee that this resolution is what is required for a master plan amendment to enable project to move forward. As part of the master plan process, as dictated by law, the proposed amendment must go to the other jurisdictions. The Planning Board recommended approval of the Resolution to move forward, and Mr., Rieske noted that this does not adopt the master plan amendment but starts the required 42 day waiting period after distribution. After that waiting period, then the Planning Board will have a public hearing and make recommendation then City Council will hold a public hearing. Mr. Rieske distributed the tentative schedule with dates of tentative May 17, 2016 for the Planning Board public hearing then the process at Council in July with a public hearing also, and tentatively Council adoption at their July 25th or August 8th meeting. Mr. Rieske noted again that this resolution now is the process and not the project.

Council President Brown Clarke asked Mr. Rieske if under PA 333, when input comes in, to what degree of that input would require implementation by the Board. Mr. Rieske confirmed that input would be part of the record for consideration. Mr. Rieske went thru the complete schedule of dates. The last date of July 25th or August 8th was confirmed as the tentative date for approval of the amendment plan and project. Mr. Rieske did point out that on the schedule the Committee would also see that there will be a SLU required by the Zoning Ordinance. Council Member Washington confirmed for all present that with the Parks Board, Planning Board and Council there will be plenty of opportunities for public input.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE RESOLUTION FOR THE COMPREHENSIVE PLAN AMENDMENT #1 FOR CENTRAL SUBSTATION PROJECT.
MOTION CARRIED 3-0.

Council Member Yorko asked to talk about the PILOTs for adoption. Council Member Washington reiterated the details from the start of the meeting, when City Clerk Chris Swope admitted that his office unfortunately did not published the notices for the public hearings, no there would no hearing on Monday. Council Member Washington noted again that when she requests a moratorium on PILOTS for 9 months, she will exempt these three PILOT's. Council Member Yorko asked when the public hearings would occur. Council Member Washington stated that notices need to be published 5 days before the hearing, therefore March 28, 2016 Council will set the public hearing for April 11th regular Council Meeting.

Ordinance - Payment in Lieu of Taxes (PILOT) Saboury Building Apartments; 1113 N Washington

MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE ORDINANCE FOR PILOT FOR SABOURTY BUILDING APARTMENTS; 1113 N WASHINGTON.

No questions or discussion.
MOTION CARRIED 3-0.

Council Member Yorko stated her opinion that what is happening with the PILOT with no action is a failure of the process, and she would not settle for the possibility of not adopting before the April 1 deadline. Council Member Washington stated to Council Member Yorko that the discussion was held when the meeting was called to order however Council Member Yorko was not in attendance at the meeting yet. Council Member Yorko asked that the applicants present be allowed to speak on their opinions.

DRAFT

Mr. Whitsett informed the Committee that based on the discussion at the last meeting he could do 10% and not go to the City for approval and could do market rate housing. Therefore he will now go back to the 10% option and move forward. Mr. Whitsett stated he would like to come back after April 1st and discuss again, however he will now go with 10% and all affordable. Council Member Washington confirmed he could proceed that way.

Ordinance - Payment in Lieu of Taxes (PILOT) Repealing the Existing Abigail Ordinance

Reschedule the public hearings at the Council meeting on March 28, 2016 for a public hearing on April 11, 2016.

Ordinance - Payment in Lieu of Taxes (PILOT) Walnut Park Apartments

Reschedule the public hearings at the Council meeting on March 28, 2016 for a public hearing on April 11, 2016.

Ordinance - Payment in Lieu of Taxes (PILOT) The Abigail

Reschedule the public hearings at the Council meeting on March 28, 2016 for a public hearing on April 11, 2016.

Adjourn at 3:54 p.m.

Submitted by,

Sherrie Boak, Recording Secretary,

Lansing City Council

Approved by the Committee on _____

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING BROWNFIELD PLAN #65
THE POTTER FLATS REDEVELOPMENT PROJECT

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #65 – Potter Flats Redevelopment Project (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on March 28, 2016 and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing on the March 28, 2016, reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,
2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,
3. the Project may result in new private investment of approximately \$10,000,000,
4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible activities they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on February 5, 2016, unanimously recommended approval of the Plan, for this Project;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further finds:

- The Plan constitutes a public purpose under the Act;
- The Plan meets all of the requirements for a Brownfield Plan set forth in

Section 13 of the Act;

- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

IT IS FINALLY RESOLVED that the Lansing City Council hereby approves the LBRA 'Brownfield Plan #65 – Potter Flats Redevelopment Project'.

REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement (the “**Agreement**”) is made as of _____, 2016, among the Lansing Brownfield Redevelopment Authority (the “**Authority**”), a public body corporate with offices at 1000 South Washington Avenue, Lansing, MI 48910; and South Street, LLC, a Michigan Limited Liability Corporation, with a business address of 701 E. South Street, Lansing, MI 48910 (the “**Developer**”). The Authority and the Developer, collectively, shall be referred to as the “**Parties**” throughout the Agreement.

RECITALS

A. The Authority was created by the City of Lansing (the “**City**”) pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (the “**Act**”), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on _____, 2016 following a public hearing on _____, 2016, a copy of which is attached as **Exhibit A** (the “**Brownfield Plan**”).

B. The Developer owns the property in the City of Lansing which is described on the attached Exhibit B (the “**Property**”) and which, due to its status as being a “facility” as described in the Brownfield Plan is “eligible property” and is therefore commonly referred to as a “brownfield.”

C. Provided it obtains any needed zoning and building approvals from the City and others, the Developer plans to develop on the Property (the “**Improvements**”) as described in the Brownfield Plan. The Improvements will increase the tax base for taxing jurisdictions and support the employment base in Lansing. The Improvements include eligible activities as defined by the Act (the “**Eligible Activities**”).

D. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities. These costs are more fully described in the Brownfield Plan (“**Eligible Costs**”). It is recognized that the Brownfield Plan is based upon estimated costs and may increase or decrease depending on the nature and extent of the Brownfield conditions and other unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Property shall be governed by the terms of this Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of this Agreement. The amount reimbursed for eligible activities may be adjusted up or down between the various categories of Eligible Activities, up to the maximum total reimbursement of \$ 1,044,265.

E. In accordance with Act 381 and the Brownfield Plan, the Parties desire to use the property tax revenues that are generated from an increase in the Property’s taxable value due to the Improvements (“**Tax Increment Revenues**”) to reimburse the Developer for Eligible Costs it incurs in improving the Property.

F. The Parties are entering into this Agreement to establish the terms and conditions and the procedures for such reimbursement with Tax Increment Revenues as they are generated.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with the Act, then the Act controls.

2. Construction of Development. The Developer shall proceed with due care and diligence to complete the Improvements and undertake and complete the Eligible Activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, and all applicable laws, rules, regulations, permits, orders, and directives of any official or agency of competent jurisdiction.

3. Capture of Taxes. The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund the Eligible Costs and the Authority's cost as described in the Brownfield Plan.

4. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority such of the following as may be required by Authority representatives:

- (a) a written statement detailing the costs,
- (b) a written explanation as to why reimbursement is appropriate under the Plan and this Agreement,
- (c) copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,
- (d) copies of waivers of liens by the contractors, subcontractors and material suppliers;
- (e) if not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;
- (f) a statement from the engineer and project manager overseeing the work recommending payment; and
- (g) any other information which may be reasonably required by state authorities or reasonably required by the Authority.

The Developer may submit a reimbursement request including such information whenever it is available even though Tax Increment Revenues for the reimbursement may not be available at the time of submittal. The Developer and Authority agree that the Authority may do so but is not obligated to reimburse Eligible Activities conducted after December 31, 2018.

5. Payments. Payments to the Developer shall be made as follows:

(a) Within 45 days of its receipt of the materials identified in paragraph 4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs and is accurate is processed as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have ninety (90) days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to meet with the Authority's Board to discuss and resolve any remaining dispute. In doing so, the Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. Within thirty (30) days of receiving the written response from the Developer, except as otherwise agreed to in writing by the Developer and Authority, the Authority shall make a final determination on the eligibility of the disputed cost(s) and inform the Developer in writing of its determination. The final determination shall be binding upon the Developer.

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to the Developer the amounts for which submissions have

been made pursuant to paragraph 4 of this Agreement as the Authority receives Tax Increment Revenues as directed by the Brownfield Plan, until all of the Authority approved amounts for which submissions have been made have been fully paid to the Developer or the Brownfield Plan obligation to the Developer expires, whichever occurs first.

(c) The repayment obligation under this Agreement shall expire upon the payment by the Authority to the Developer of all amounts due the Developer under this Agreement or on December 31, 2037 whichever occurs first.

(d) The sole source for any reimbursement shall be such Tax Increment Revenues as directed in the Plan. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph (b) above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraph (c).

(1) **Payment for Administrative Fees.** The Authority will collect a payment for administrative fees annually from Tax Increment Revenues. This payment will equal five percent of the amount of tax increment revenue collected each year that is derived from "Local Taxes", as defined by the Act. The purpose of this payment is to cover administrative costs and fees, as defined in section 7(h) of Act 381, that are part of the approval of the Brownfield Plan, an Act 381 Work Plan and any Eligible Activity on an eligible property. The payment is a reimbursable administrative cost subject to Tax Increment Revenues under Section 13(16) and Section 13(19) of the Act, and the satisfaction and performance of the terms of this Agreement. The Developer acknowledges that payment of the administrative fees will be made from Tax Increment Revenues first; with the balance of available annual tax increments being repaid to the Developer pursuant to this Agreement and the Brownfield Plan.

(2) **Payment for Local Site Remediation Revolving Fund (LSRRF).** The Authority will collect a payment each year for deposit into the LSRRF. The payment will equal five percent of the amount of tax increment revenue collected each year that is derived from "Local Taxes", as defined by the Act. Collection and use of the payments deposited into the LSRRF will be in accordance with Section 8 and Section 13(5) of the Act. The Developer acknowledges that payment of the administrative fees will be made from Tax Increment Revenues first; with the balance of available annual tax increments being repaid to the Developer pursuant to this Agreement and the Brownfield Plan.

6. **Assignment of Future Reimbursement Revenue.** The Developer may assign at its sole and absolute discretion all or part of its rights and obligations under this Agreement to any affiliate or successor in interest. Developer shall, no later than sixty (60) days prior to such assignment, notify the Authority as specified under Subparagraph 10(e).

7. **Adjustments.** If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer or, if all amounts due the Developer under this Agreement have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within sixty (60) days of the Developer's receipt of the invoice from the Authority. Nothing in this agreement shall limit the right of the Developer to appeal any tax assessment.

8. **Obligation to Fund Eligible Activities.** The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Authority by available Tax Increment Revenues as described in the Brownfield Plan. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Development do not result in sufficient revenues to satisfy such obligations,

the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority and the Developer shall assume full responsibility for any such loss or costs.

9. Indemnification. The Developer shall defend, indemnify, and hold the City and the Authority, and their agents, representatives, and employees (hereinafter "Indemnified Persons") harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership, operation, use or maintenance of the Improvements.

10. Miscellaneous.

(a) This is the entire agreement between the parties as to its subject matter. All previous negotiations, statements and preliminary instruments of the parties or their representatives are merged in this Agreement. The Agreement shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

(b) This Agreement and the rights and obligations under this Agreement except as previously noted, are un-assignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

(c) This Agreement shall terminate when all reimbursements required under this Agreement have been made or the Brownfield Plan obligation to the Developer expires, whichever occurs first.

(d) All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. In the event any ambiguity of any language in this Agreement arises, such ambiguity shall not be construed against any party.

(e) Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

If to Authority: Lansing Brownfield Redevelopment Authority
 1000 South Washington Avenue, Suite 201
 Lansing, MI 48910
 Attn: Karl Dorshimer

If to Developer: South Street, LLC
 701 E. South Street
 Lansing, Michigan 48910
 Attn: Mr. John Sears

(f) This Agreement shall be governed by the laws of the state of Michigan.

(g) This Agreement may be signed in multiple identical copies, each of which shall be deemed to be an original copy, and each facsimile or electronic copy shall constitute a legally binding, enforceable document.

By signing below, all parties represent and warrant their authority to enter into this agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

SOUTH STREET, LLC

**LANSING BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____

John Sears, Member

By: _____

Karl R. Dorshimer, LBRA Representative

EXHIBIT A
BROWNFIELD PLAN

See Attached

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

The location of the Project is commonly known as 701 E. South Street ("Project Area") and legally described as follows:

<u>Tax ID</u>	<u>Property Address</u>	<u>Legal Descriptions</u>
33-01-01-22-151-111	701 E. South Street	LOT 8 ASSESSORS PLAT NO 26

**ECONOMIC DEVELOPMENT CORPORATION
LANSING CITY TREASURER APPROVAL FORM
BUSINESS**

Business Name: South Street, LLC

Business Contact Person: John Sears

Phone Number: (517) 202-1685

Project Location: 701 East South Street, Lansing, MI 48910

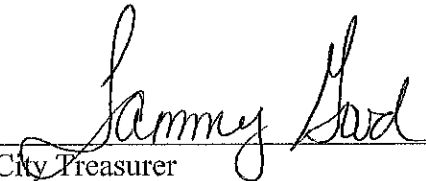
Type of EDC Service: Brownfield Plan

EDC Contact Person Name: Gabriela Allum

Email: gabriela@purelansing.com Phone Number: 517-643-1564

Due Date: As soon as possible

Approval:



City Treasurer



AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives ("Agreement") is made and entered this _____ day of _____, 2016, by and between the City of Lansing, Michigan, a Michigan municipal corporation ("City"), and South Street, LLC, a Michigan Limited Liability Company ("Applicant"), (collectively the "Parties");

I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements, and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

"Incentive" means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other

financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

"*Lansing-based firm*" means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

"*Full-time Equivalent Employees (FTE)*" means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

III. RECITALS:

A. APPLICANT/PROJECT INFORMATION

Name of Project: Potter Flats Redevelopment Project

Business Name of Applicant (if applicable): South Street, LLC

Name of Parent Company (if applicable): _____

List Managing Partner and all other Partners, including percentage ownership interest of each partner:

<u>South Street, LLC</u>	<u>100</u>	%
_____	_____	%
_____	_____	%
_____	_____	%

List City incentive(s) and number of years requested for each:

<u>Act 381 Brownfield Tax Increment Financing (TIF)</u>	<u>20</u>	Years
_____	_____	Years
_____	_____	Years
_____	_____	Years

List all Federal, State or other incentives and their estimated value that may be part of this project:

Local and State Approval of Brownfield Tax Increment Financing through a Brownfield Plan
and Act 381 Work Plan to Conduct Eligible Environmental Activities and Eligible

Non-Environmental Activities with a total Estimated Value of \$1,044,265 after contingencies
and interest.

Name of Financial Institution(s) funding the Project *(if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available):*

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable):*

5 FTE

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion:

\$ 2,550,000

Estimated average hourly wage or annual salary of new, permanent employees *(if applicable):*

\$ 14/hr.

**B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS
AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND
SERVICES, CONTRACTING AND SUBCONTRACTING**

(initial spaces below to indicate acceptance) (on the final executed copy the client needs to be willing to initial each of these)

JS

Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

JS

Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

JS

Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

JS

Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax. *(Note: Applicant agrees to make reasonable efforts to inform or cause its contractors and subcontractors to comply with this obligation)*

JS

Applicant agrees to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees. *(Note: Applicant agrees to report this item for Applicant employees related to the Project)*

JS

Applicant agrees that all contractors and sub-contractors will report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees. *(Note: Applicant agrees to make reasonable efforts to inform or cause its contractors and subcontractors to comply with this obligation)*

C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Karl Dorshimer

Revenue currently paid to the City by the site or project: \$ 15,975
(Property Taxes only; not including Personal Property Taxes or Income Taxes)

Estimated total revenue to the City upon Project Completion: \$ 61,173
(Estimated Property Taxes only; not including Personal Property Taxes or Income Taxes)

Estimated total value of City Incentive(s): \$ 1,383,000
(\$1,044,265 in TIF to Developer for Eligible Activities; \$37,717 in LBRA Administrative Fees; \$37,717 in deposits to the LBRA LSRRF; \$58,197 in deposits to the State Revolving Fund, \$124,412 in distribution to taxing units, \$80,700 in new taxes for debt contribution)

Estimated total new net revenue to the City: \$ 205,112
(Estimated total net Property Tax revenue via 10% "pass-through" distribution to taxing units and debt contribution over the life of the Plan)

Staff Comments *(indicate reasons for providing Incentive and describe any additional value to the City as a result of approval):*

Project Timeline: The project is anticipated to begin in 2016 and be completed by the end of 2018.

Have all appropriate City Incentive fees been received? YES NO

Staff Recommendation: APPROVE DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

Administration Recommendation: APPROVE DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

D. ADDITIONS:

1. Applicant, in seeking local legislative approval, has made certain representations to the City as more fully set forth herein.

2. The Applicant has applied for Brownfield Tax Increment Financing (TIF) for the purpose of rehabilitation of the existing building and site structural features including asbestos surveys and abatement, extensive interior demolition, Baseline Environmental Assessment activities, due care and additional response activities, site preparation activities and public infrastructure improvements ("Project"). The Project is anticipated to create 5 new full-time equivalent employees (FTE) within the first 2 years of completion of the project with a total estimated investment in real property of \$2,450,000 and personal property of \$100,000 when completed.

3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.

4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to MCL Public Act 146 of 2000, as amended (the "Act"), as amended, the Parties agree as follows:

A. Reliance on Recitals

The Parties acknowledge Applicant has made representations contained within its application, and the recitals and additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

B. Project Area

The location of the Project is commonly known as 701 E. South Street ("Project Area") and legally described as follows:

<u>Tax ID</u>	<u>Property Address</u>	<u>Legal Descriptions</u>
33-01-01-22-151-111	701 E. South Street	LOT 8 ASSESSORS PLAT NO 26

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts April 25, 2016 and ends December 31, 2018.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Use best efforts to create at 5 new, permanent full-time equivalent employees (FTE).
2. Purchase and/or locate within the Project Area, personal property with a fair market value of \$100,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.
3. Make improvements to the real property currently estimated at \$2,450,000 (including infrastructure). Improvements include only hard costs, and exclude architectural and engineering costs.
4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.
5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.
6. Project Completion must be performed by December 31, 2018.

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements. Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax an interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided,

under the Act, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

K. Ambiguity

If this Agreement or any of its terms and conditions are determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

The Parties shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative and none will be exclusive of any other. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

M. Right In Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third parties, including any creditor of the parties.

N. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

O. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

P. Termination

This Agreement terminates upon verification of project completions by the LEDC, or upon the written agreement of the Parties.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

John D. Dube

SOUTH STREET, LLC:

By: John Sears

Its: Member

CITY OF LANSING:

By: Virg Bernero

Its: Mayor

**LANSING ECONOMIC
DEVELOPMENT CORPORATION:**

By: Karl R. Dorshimer

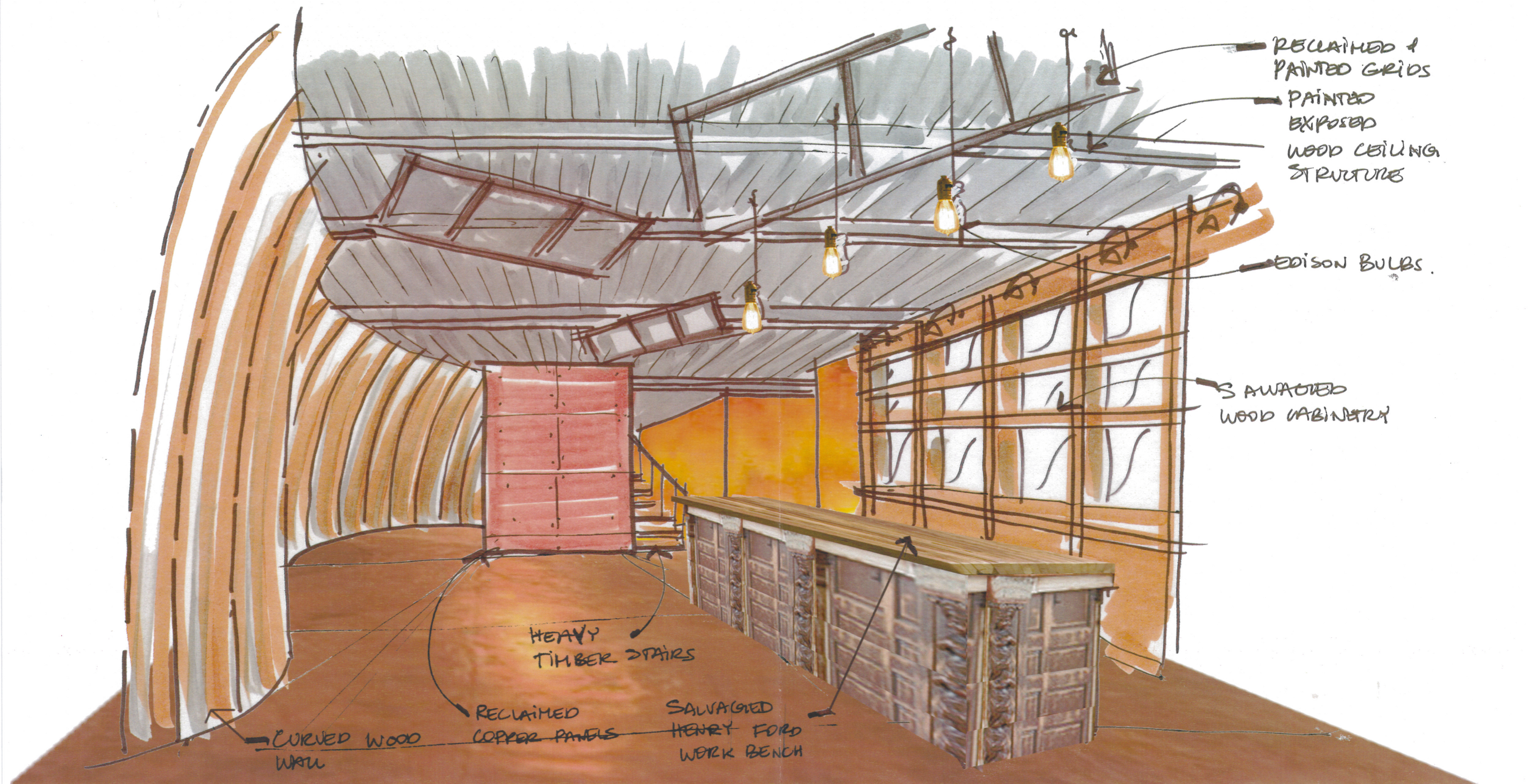
Its: Representative

Approved as to form:

Janene McIntyre
City Attorney

I hereby certify that funds are available
in Account No.: _____

City Controller





701 SOUTH STREET, LANSING MI

FACADE RENOVATION JAN. 2015

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL SECTION 888.32 OF CHAPTER 888 OF THE LANSING CODIFIED ORDINANCES, ELIMINATING THE SERVICE CHARGE IN LIEU OF PROPERTY TAXES IN ACCORDANCE WITH THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966, AS AMENDED, FOR THE HOUSING DEVELOPMENT PROJECT KNOWN AS THE ABIGAIL, SPONSORED BY THE LANSING ABIGAIL APARTMENT LIMITED DIVIDEND HOUSING ASSOCIATION, LLC.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 888.32 of the Codified Ordinances of the City of Lansing, Michigan, The Abigail, be and is hereby repealed.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed in its entirety and shall be null and void and of no effect.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance repeal shall take effect on the 30th day after enactment, unless given immediate effect by City Council.

Approved as to form:

City Attorney

Dated: _____

INTRODUCTION OF ORDINANCE

The Committee on Development and Planning introduced:

An Ordinance of The City of Lansing, Michigan, to Amend Chapter 888 of the Lansing Codified Ordinances by repealing Section 888.32, which provides for a Payment in Lieu of Taxes for a project known as the Abigail.

The Ordinance is referred to the Committee on Development and Planning

RESOLUTION SETTING PUBLIC HEARING

By the Committee of the Whole

RESOLVED BY THE CITY COUNCIL, CITY OF LANSING, that a public hearing be set for Monday, _____, 2016 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering an Ordinance of The City of Lansing, Michigan, to Amend Chapter ____ of the Lansing Codified Ordinances by **repealing** Section 888.32 which provides for a Payment in Lieu of Taxes for **a project known as the Abigail.**

Interested Persons are invited to attend this Public Hearing.

BY THE COMMITTEE ON DEVELOPMENT & PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, May 23, 2016, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-5-2015, 222 W. Genesee Street, Rezoning from "DM-3" Residential District to "D-1" Professional Office District

ORDINANCE

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES. THIS ORDINANCE AMENDS AND SUPERSEDES ORDINANCE #2589, PASSED SEPTEMBER 28, 2015, BY CORRECTING THE STATEMENT OF THE REZONING CLASSIFICATION TO CORRESPOND TO THE INTENDED REZONING PROPERLY NOTICED AND PRESENTED FOR ACTION.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number: Z-5-2015

Address: 222 W. Genesee Street

Parcel Number: PPN: 33-01-01-16-130-066

Legal Descriptions: The East 83 Feet of the West 149 Feet of Lot 7, Also the West 17 Feet of the East 43 Feet, Lot 8, Block 70, Original Plat, City of Lansing, Ingham County, MI.

Zoning Change: From "DM-3" Residential to "D-1" Professional Office District.

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on September 28, 2015, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.

ORIGINAL

9 2015

XIII Fla

PASSAGE OF ORDINANCE

An Ordinance of the City of Lansing, Michigan, Providing for the Rezoning of a parcel of real property located in the City of Lansing, Michigan and for the revision of the district maps adopted by section 1246.02 of the Code of Ordinances.

Z-5-2015; 222 W. Genesee Street, Rezoning from "DM-3" Residential to "D-1"
Professional Office

Is read a second time by its title. The Ordinance was reported from the Committee on Development & Planning and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
BOLES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BROWN CLARKE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DELGADO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DUNBAR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HOUGHTON	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WASHINGTON	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WOOD	<input checked="" type="checkbox"/>	<input type="checkbox"/>
YORKO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<u>8</u>	<u>0</u>
<input checked="" type="checkbox"/> ADOPTED	<input type="checkbox"/> FAILED	

ORIGINAL

9 2015

XIII F1a

ORDINANCE # Z 589

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number: Z-5-2015

Address: 222 W. Genesee Street

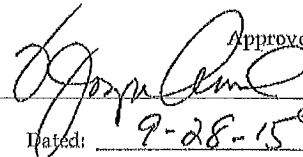
Parcel Number: PPN: 33-01-01-16-130-066

Legal Descriptions: The East 83 Feet of the West 149 Feet of Lot 7, Also the West 17 Feet of the East 43 Feet, Lot 8, Block 70, Original Plat, City of Lansing, Ingham County, MI, from "F" Commercial District to "G-2" Wholesale District.

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on September 28, 2015, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.

Approved as to form:

Dated: 9-28-15 City Attorney

ORIGINAL

9 2015

ORDINANCE # 2589

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number: Z-5-2015

Address: 222 W. Genesee Street

Parcel Number: PPN: 33-01-01-16-130-066

Legal Descriptions: The East 83 Feet of the West 149 Feet of Lot 7, Also the West 17 Feet of the East 43 Feet, Lot 8, Block 70, Original Plat, City of Lansing, Ingham County, MI, from "F" Commercial District to "G-2" Wholesale District.

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

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Section 4. This ordinance shall take effect upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.